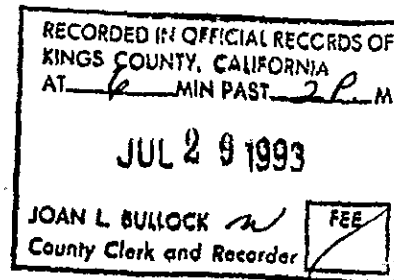


Recording Requested By:

Hanford Elementary School District  
714 N. White Street  
Hanford, California 93230

When Recorded, Mail To:

Hanford Elementary School District  
Attn: Joe Simas  
714 N. White Street  
Hanford, California 93230



AGREEMENT AND COVENANT  
TO RESTRICT USE OF PROPERTY  
(Lee Richmond Junior High Site)

This Covenant and Agreement ("Covenant") is made on the 16th day of July, 1993 by Hanford Elementary School District ("Covenantor"), which is the owner of record of certain property situated in the County of Kings, State of California, described in Exhibit A attached hereto and incorporated herein by this reference ("the Property") and by the California Department of Toxic Substances Control ("Department") with reference to the following facts:

A. The Property has been the site of a hazardous substance release.

B. During preparation of the site, it was discovered that there were elevated, unacceptable levels of lead in some isolated parts of the soil on certain portions of the site (the "Affected Area"). Pursuant to a remediation agreement entered into with the State of California Department of Toxic Substances Control, Covenantor removed all the discovered contaminated soil and disposed of it pursuant to law and pursuant to an agreement with the Department.

C. Covenantor desires and intends that in order to protect the present or future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from hazardous substances which may have been deposited on unspecified portions of the Property.

ARTICLE I

GENERAL PROVISIONS

1.01 Provisions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions, (collectively referred to as "Restrictions"), upon

the Property and subject to which the Affected Area of the Property shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the portion of the Property described in the diagram attached hereto as the "Affected Area". Each and all of the Restrictions are imposed pursuant to Sections 25355.5 and 25356.1 of the Health and Safety Code and run with the land. Each and all of the Restrictions are enforceable by the Department of Toxic Substances Control.

1.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of the Affected Area portion of the Property shall be deemed by their purchase, lease, or possession of such portion of the Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, lessees, and/or the successors of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants of the Property, the Department and the public, and that their interest in the Property shall be subject to the Restrictions contained herein.

1.03 Incorporation into Deeds and Leases. Covenantor and all purchasers, lessees, or successors desire and covenant that the Restrictions set out herein shall be incorporated by reference in each and all deeds and leases of the Affected Area portion of the Property.

## ARTICLE II

### DEFINITIONS.

2.01 Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, regradings, landscaping and paved parking areas constructed or placed upon the Affected Area portion of the Property.

2.03 Occupants. "Occupants" shall mean any persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy the Affected Area portion of the Property.

2.04 Owner "Owner" shall mean the Covenantor or its successors in interest, including heirs and assigns who at any time hold title to all or any portion of the Affected Area portion of the Property.

## ARTICLE III

### DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.01 Restrictions on Use. Every Owner and Occupant promises to restrict the use of the Property as follows: (A) The Affected Area portion of the Property shall not be used by any Owner or occupant for hospitals, day care centers for children under six, hotels or motels without the prior written consent of the Department. (B) No use of the Property shall be allowed to intrude below a level two inches above the bottom level of the final clean soil cap that has been placed over the Affected Area portion of the property which contained the contaminated soil as shown on the attached diagrams, unless the Covenantor, Owner, occupant or lessee can adequately demonstrate to the Department that such intrusion is necessary to the proposed use of the Property and will not increase any potential hazard to the public health and safety or the environment, or is necessary to reduce an imminent threat to the public health and safety or to the environment, and only upon the prior written approval of the Department of such activity.

3.02 Conveyance of Property. Any Owner or Occupier shall provide a sixty (60) days advance notice to the Department of any sale, lease, or other conveyance of the Property or an interest in the Property to a third person. The Department shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law or by administrative order or regulation.

3.03 Enforcement. Failure of any Owner or Occupant to comply with all of the requirements, as set forth in paragraph 3.01 shall be grounds for the Department, by reason of the Covenant, to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Department to file civil and criminal actions against the Owner as provided by law.

3.04 Notice In Agreements All Owners and occupants shall execute a written instrument which shall accompany all purchases, leases, subleases, or rental agreements relating to the Affected Area portion of the Property. The instrument shall contain the following statement:

"NOTICE. The land described herein contained hazardous substances. Other conditions may render the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.8 of Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists".

## ARTICLE IV

### VARIANCE AND TERMINATION

4.01 Variance. Any Owner or, with the Owner's consent, any Occupant of the Property

may apply to the Department for a written variance from the provisions of this Agreement and Covenant. Such application shall be made in accordance with Section 25233 of the California Health and Safety Code.

4.02 Termination. Any Owner or, with the Owner's consent, an Occupant of the Property or a portion thereof may apply to the Department for a termination of the Restrictions as they apply to all or any portion of the Property. Such application shall be made in accordance with Section 25234 of the California Health and Safety Code.

4.03 Term. Unless terminated in accordance with paragraph 4.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

## ARTICLE V

### MISCELLANEOUS

5.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

5.02 Notices. Whenever any person gives or serves any notice, demand or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, or 2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To: "Covenantor":  
District Superintendent  
Hanford Elementary School District  
714 N. White Street  
Hanford, California 93230

To: "Department":  
Senior Engineer/Specialist  
Department of Toxic Substances Control  
Region 1 Fresno Office  
Site Mitigation Unit  
1515 Tollhouse Road  
Clovis, California 93611

5.03 Partial Invalidity. If any portion of the Restrictions set forth herein or any of the terms hereof is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.05 Recordation. This instrument shall be executed by the Covenantor and by the Branch Chief of Site Mitigation Region 1. This instrument shall be recorded by the Covenantor in the County of Kings within ten (10) days of the date of execution.

5.06 References. All references to Code sections include all successor provisions.

5.07 Disclaimer of Rights. Nothing in this Agreement and Covenant confers any rights on any Owner or Occupant above those otherwise in existence under state or federal law.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

OWNER:

By:

Joe Simon

Title:

Supt.

Date:

July 21, 1993

DEPARTMENT

By:

Alvin K. Fender

Title:

CHIEF SITE MITIGATION BRANCH RES. 1

Date:

July 16, 1993

EXHIBIT "A"

All that real property situated in the County of Kings, State of California,  
described as follows:

That portion of the Southeast quarter of Northwest Quarter (NW1/4) of Section Thirty (30), Township Eighteen (18) South, Range Twenty-two (22) East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW1/4) of Section 30, thence North 80 rods, thence West 40 rods, thence South 80 rods, thence East 40 rods to the point of commencement.

TABLE 1  
SUMMARY OF SOIL ANALYSES - TOTAL AND SOLUBLE LEAD CONCENTRATIONS  
Proposed Junior High School Site  
1000 East Florinda Street  
Hanford, California

SAMPLE	TOTAL LEAD (mg/kg)	SOLUBLE LEAD (mg/L)	SAMPLE	TOTAL LEAD (mg/kg)	SOLUBLE LEAD (mg/L)
B-2 @ 1'	3	--	HA-6 @ 3'	10	ND (0.2)
B-2 @ 3'	3	--	HA-7 @ 1'	6	0.3
B-3 @ 1'	240	33	HA-7 @ 3'	13	ND (0.2)
B-3 @ 3'	6	--	HA-8 @ 1'	20	0.4
B-5 @ 1'	430	10	HA-8 @ 3'	12	ND (0.2)
B-5 @ 3'	3	--	HA-8 @ 7'	8	ND (0.2)
B-6 @ 1'	4	--	HA-9 @ 1'	3	ND (0.2)
B-6 @ 3'	30	--	HA-9 @ 3'	9	ND (0.2)
B-7 @ 1'	4	--	HA-10 @ 1'	13	0.4
B-7 @ 3'	2	--	HA-10 @ 3'	7	ND (0.2)
B-8 @ 1'	3	--	HA-10 @ 8'	6	ND (0.2)
B-8 @ 3'	380	20	HA-11 @ 1'	22	1.4
B-8 @ 6'	3	ND (0.2)	HA-11 @ 3'	10	ND (0.2)
LA-3 @ 1'	280	4.1	HA-12 @ 1'	8	ND (0.2)
LA-3 @ 6'	2	--	HA-12 @ 3'	12	ND (0.2)
BG @ 2'	ND (2)	--	HA-13 @ 1'	6	ND (0.2)
HA-1 @ 1'	7	ND (0.2)	HA-13 @ 3'	5	ND (0.2)
HA-1 @ 3'	10	ND (0.2)	HA-14 @ 1'	11	0.2
HA-2 @ 1'	10	ND (0.2)	HA-14 @ 3'	25	0.5
HA-2 @ 3'	9	ND (0.2)	HA-15 @ 1'	97	2.8
HA-3 @ 1'	9	ND (0.2)	HA-15 @ 3'	6	ND (0.2)
HA-3 @ 3'	11	ND (0.2)	HA-16 @ 1'	28	0.7
HA-4 @ 1'	10	ND (0.2)	HA-16 @ 3'	28	1.0
HA-4 @ 3'	10	ND (0.2)	HA-17 @ 1'	12	ND (0.2)
HA-5 @ 1'	10	ND (0.2)	HA-17 @ 3'	160	2.3
HA-5 @ 3'	5	ND (0.2)	HA-17 @ 7'	33	1.3
HA-6 @ 1'	10	0.3	HA-18 @ 1'	11	ND (0.2)

TABLE 1  
SUMMARY OF SOIL ANALYSES - TOTAL AND SOLUBLE LEAD CONCENTRATIONS  
Proposed Junior High School Site  
1000 East Florida Street  
Hanford, California

SAMPLE	TOTAL LEAD (mg/kg)	SOLUBLE LEAD (mg/L)	SAMPLE	TOTAL LEAD (mg/kg)	SOLUBLE LEAD (mg/L)
HA-18 @ 3'	210	5.9	B-1S30 @ 2'	2.7	--
HA-18 @ 7'	17	0.9	B-1S30 @ 3'	2.7	--
HA-19 @ 1'	8	ND (0.2)	B-1S45 @ 1'	3.3	--
HA-19 @ 3'	15	ND (0.2)	B-1S45 @ 2'	3.8	--
HA-20 @ 1'	270	16	B-1S45 @ 3'	3.4	--
HA-20 @ 3'	27	1.0	B-1S60 @ 1'	4.3	--
HA-21 @ 1'	7	ND (0.2)	B-1S60 @ 2'	3.1	--
HA-21 @ 3'	6	ND (0.2)	B-1S60 @ 3'	3.2	--
B-101 @ 5'	ND	--	B-1E15 @ 1'	780	--
B-101 @ 10'	ND	--	B-1E15 @ 2'	4.3	--
B-101 @ 15'	ND	--	B-1E15 @ 3'	2.1	--
B-101 @ 20'	2.8	--	B-1E30 @ 1'	3.2	--
B-1N15 @ 1'	4.2	--	B-1E30 @ 2'	3	--
B-1N15 @ 2'	3.6	--	B-1E30 @ 3'	2	--
B-1N15 @ 3'	2.5	--	B-1E45 @ 1'	2.5	--
B-1N30 @ 1'	4.4	--	B-1E45 @ 2'	2.2	--
B-1N30 @ 2'	2	--	B-1E45 @ 3'	2.1	--
B-1N30 @ 3'	2.5	--	B-1E60 @ 1'	3.4	--
B-1N45 @ 1'	9.2	--	B-1E60 @ 2'	5.2	--
B-1N45 @ 2'	5.1	--	B-1E60 @ 3'	ND	--
B-1N45 @ 3'	2.5	--	B-1W15 @ 3'	5.5	--
B-1N60 @ 1'	36	--	B-1W30 @ 3'	2.2	--
B-1N60 @ 2'	3.8	--	B-1W45 @ 1'	3.5	--
B-1N60 @ 3'	3.7	--	B-1W45 @ 2'	400	--
B-1S15 @ 1'	4.0	--	B-1W45 @ 3'	3.4	--
B-1S15 @ 2'	3.5	--	B-1W60 @ 1'	8.9	--
B-1S15 @ 3'	4.1	--	B-1W60 @ 2'	46	--
B-1S30 @ 1'	420	--	B-1W60 @ 3'	3	--



TABLE 1  
SUMMARY OF SOIL ANALYSES - TOTAL AND SOLUBLE LEAD CONCENTRATIONS  
Proposed Junior High School Site  
1000 East Florinda Street  
Hanford, California

SAMPLE	TOTAL LEAD (mg/kg)	SOLUBLE LEAD (mg/L)	SAMPLE	TOTAL LEAD (mg/kg)	SOLUBLE LEAD (mg/L)
1 A-D*	7	--	5-D	5	--
2 A-D*	8	--	6-A	16	--
3 A-D*	7	--	6-B	230	--
4-A	18	--	6-C	390	--
4-B	11	--	6-D	150	--
4-C	830	--	7 A-D*	43	--
4-D	18	--	8 A-D*	14	--
5-A	54	--	9 A-D*	6	--
5-B	130	--	10 A-D*	7	--
5-C	180	--	11 A-D*	12	--

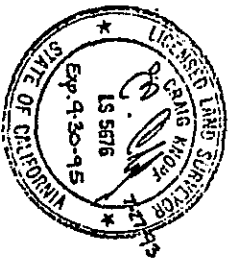
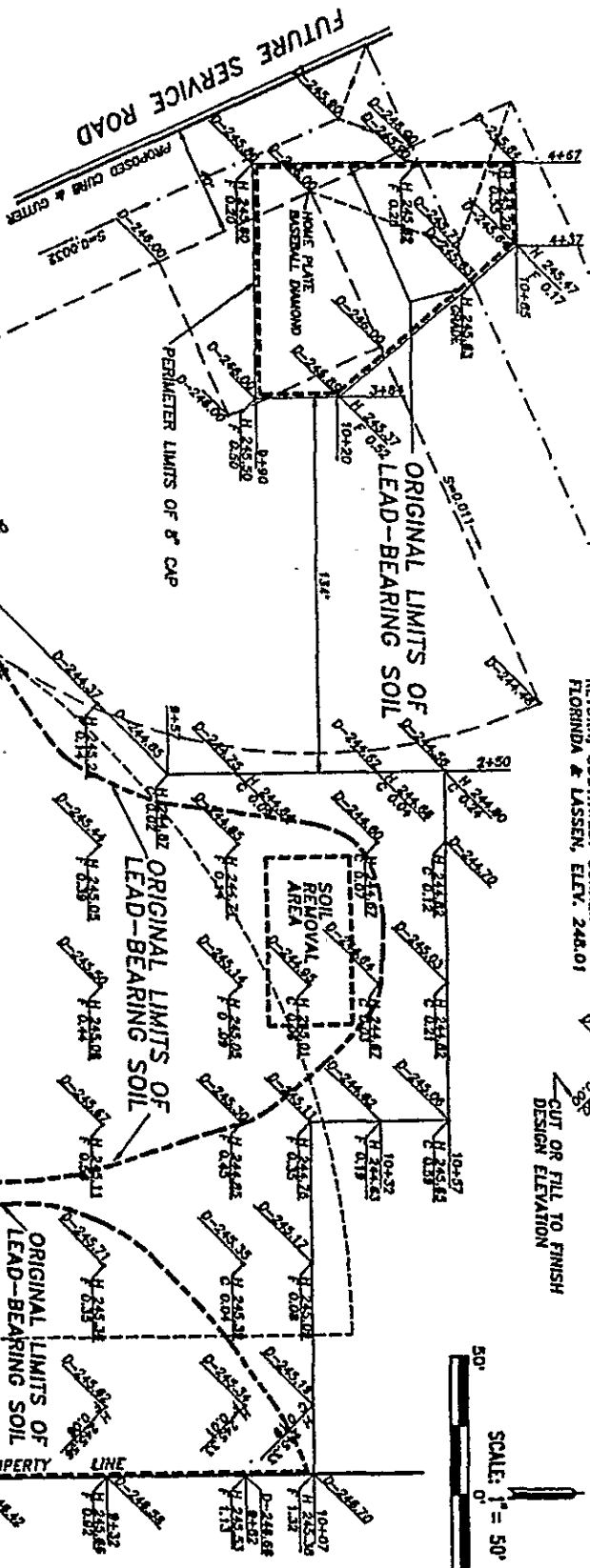
Soil samples analyzed at BSK Analytical Laboratories, Fresno, California.

- ND = None detected at () detection limit.  
 -- = Not analyzed.  
 \* = Composite sample of discrete samples A, B, C, and D.

BENCHMARK  
CITY OF HANFORD BENCHMARK  
NO. 59 1 1/2" BRASS DISC IN  
TOP OF CURB AT THE WEST  
RETURN, SOUTHWEST CORNER OF  
FLORINDA & LASSEN, ELEV. 248.01

LEGEND  
DESIGN ELEVATION  
FINAL "HUB" AS-  
BUILT ELEVATION  
CUT OR FILL TO FINISH  
DESIGN ELEVATION

50'  
SCALE: 1" = 50'  
50'



I HEREBY CERTIFY THAT THE IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN  
HEREON ARE A TRUE AND CORRECT REPRESENTATION OF THE CONDITION OF THE  
SUBJECT PROPERTY AT THE DATE OF THIS SURVEY (APRIL 27, 1993).

LS 5676

AS-BUILT TOPOGRAPHIC SURVEY OF  
LEAD-BEARING SOIL AREA FOR  
HANFORD ELEMENTARY  
SCHOOL DISTRICT  
FLORINDA, CALIF. 93232

ENGINEERING, Inc.  
711 E. Court St. Suite 0  
Hanford, California 93231  
(209) 623-4553

CTR. SEC. 30, T. 18 S., R. 22 E.  
HOME PLATE  
BASEBALL DIAMOND  
7421.00  
FLORINDA RD.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

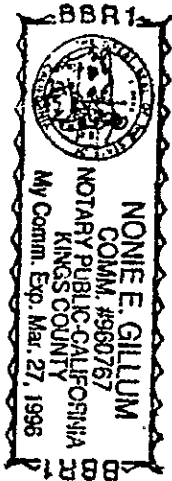
No. 5193

State of Calif.  
 County of Kings  
 On 2-21-93 before me, Nonie  
 DATE

NAME, TITLE OF OFFICER, E.G., JANE DOE, NOTARY PUBLIC

personally appeared Joe Sims  
 NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nonie E. Gillum  
 SIGNATURE OF NOTARY

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

## OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_  
 NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

## OPTIONAL SECTION

### CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED  
☐ ATTORNEY-IN-FACT ☐ GENERAL

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

### SIGNER IS REPRESENTING:

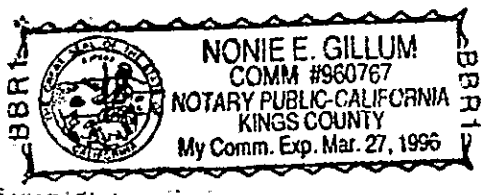
NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA

COUNTY OF KINGS

On 7-21 1993 before me, the undersigned, a Notary Public in and for said state, personally appeared Joe Simas, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Superintendent, of the public corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of trustees.

WITNESS my hand and official seal.



Nonie E. Gillum  
Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

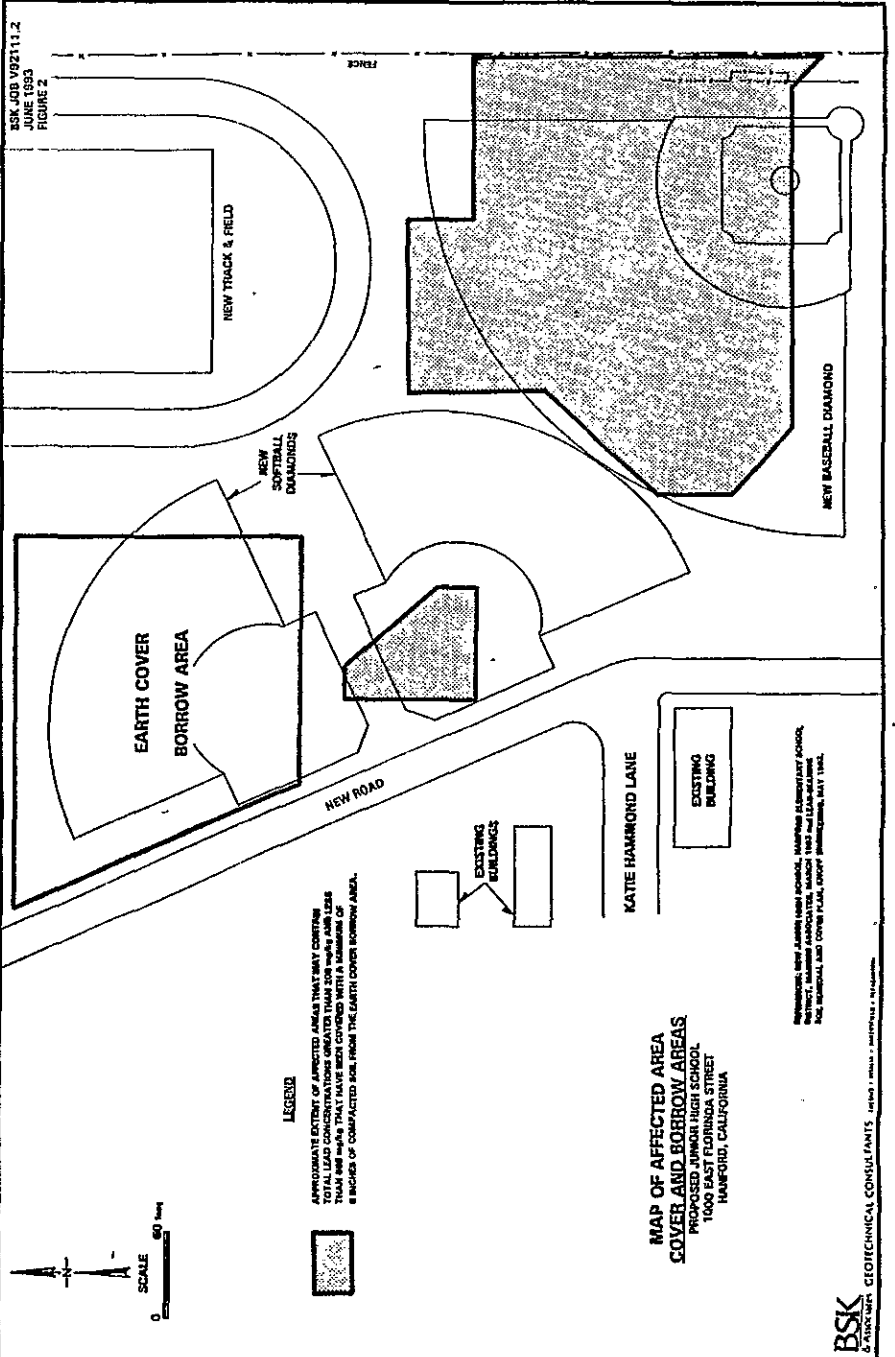
On July 16 1993 before me, the undersigned, a Notary Public in and for said state, personally appeared ALLEN K. WOLFENDEN, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as BRANCH CHIEF of the Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.



Nancy L. Lentsch  
Notary Public in and for said County and State

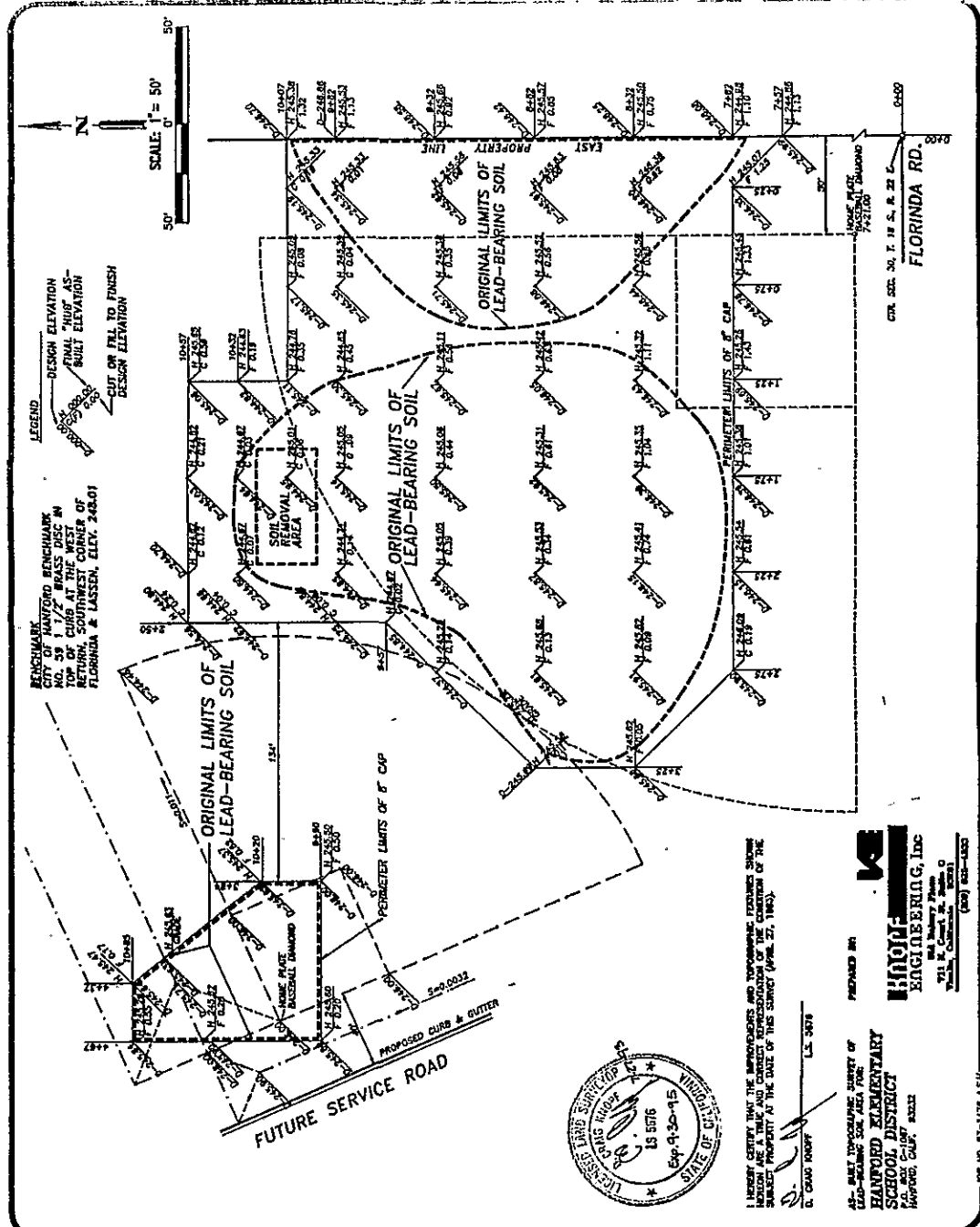




**MAP OF AFFECTED AREA  
 COVER AND BORROW AREAS**  
 PROPOSED JUNIOR HIGH SCHOOL  
 1000 EAST FLORINDA STREET  
 HAMFORD, CALIFORNIA

**LEGEND**  
 APPROXIMATE BOUNDARY OF AFFECTED AREAS THAT MAY CONTAIN  
 TOTAL LEAD CONCENTRATIONS GREATER THAN 300 mg/kg ARE  
 THOSE AREAS THAT HAVE BEEN COVERED WITH A MINIMUM OF  
 8 INCHES OF COMPACTED SOIL FROM THE EARTH COVER BORROW AREA.





I HEREBY CERTIFY THAT THE INFORMATION AND REPRESENTATIONS FURNISHED BY THE SURVEYOR ARE TRUE AND CORRECT REPRESENTATIONS OF THE FACTS OF THE SURVEY PROPERTY AT THE DATE OF THIS SURVEY (APRIL 27, 1983).



PREPARED BY:  
**HANFORD ENGINEERING, INC.**  
 211 E. CENTRAL ST., SUITE 100  
 TAMPA, FLORIDA 33602  
 (813) 242-1100

FOR THE TOWN OF HANFORD:  
**HANFORD ELEMENTARY SCHOOL DISTRICT**  
 P.O. BOX 1007  
 HANFORD, FLORIDA 33602

CITY OF HANFORD, FLORIDA

FLORIDA RD.